

Mortgage Record No. 96, Madison County, Iowa

JENKINS-FERGEMANN CO., WATERLOO, IOWA 49416

Farmers Electric Cooperative, Inc.

#3621

Filed for record the 29 day of
November A.D. 1944 at 4:50
o'clock P.M.

To

Fee \$ 2.40

Des Moines Bank & Trust Company, as Trustee

Pearl E. Shetterly, Recorder

SUPPLEMENTAL INDENTURE

made by and between

FARMERS ELECTRIC COOPERATIVE, INC.

and

DES MOINES BANK & TRUST COMPANY,
as Trustee

Dated as of September 30, 1944

No. 4 SUPPLEMENTAL INDENTURE, dated as of September 30, 1944, made by and between FARMERS ELECTRIC COOPERATIVE, INC. (hereinafter called the "Corporation"), an incorporated co-operative association existing under the laws of the State of Iowa, and DES MOINES BANK & TRUST COMPANY (hereinafter called the "Trustee"), a banking corporation existing under the laws of the State of Iowa.

WHEREAS, the Corporation, for value received, has heretofore duly authorized and executed, and has delivered to United States of America (hereinafter called the "Government"), four certain mortgage notes (hereinafter called the "Outstanding Notes"), all payable to the order of the Government, the first of which is in the principal amount of \$197,000, is dated July 20, 1939, and is payable as to principal in monthly installments on or before July 20, 1964, the second of which is in the principal amount of \$174,000, is dated October 5, 1940, and is payable as to principal in monthly installments on or before

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October 5, 1965, the third of which is in the principal amount of \$75,000, is dated April 10, 1944, and is payable as to principal in monthly installments on or before April 10, 1969, and the fourth of which is in the principal amount of \$75,000, is dated September 30, 1944, and is payable as to principal in quarterly installments on or before September 30, 1979, and all of which were issued under and pursuant to a certain indenture of deed of trust, dated as of July 20, 1939, and are secured by said indenture, as amended and supplemented by a certain supplemental indenture, dated as of October 15, 1941, both made by and between the Corporation and the Trustee (said indenture of deed of trust, as so amended and supplemented, being hereinafter called the "Indenture"); and

WHEREAS, it was the intention of the Corporation that the property of the Corporation of the classes described in the Indenture as being mortgaged or pledged thereby, or intended so to be, whether then owned or thereafter acquired and wheresoever situate, would secure notes of the Corporation when and as executed and delivered under and pursuant to the Indenture, and it is intended by the Corporation to confirm hereby the Indenture and the property therein described as being mortgaged or pledged, or intended so to be, as security for the Outstanding Notes and other notes of the Corporation when and as executed and delivered under and pursuant to the Indenture; and

WHEREAS, the Indenture provides that the Corporation shall, upon the request in writing of the holder or holders of not less than a majority in principal amount of the notes issued under and pursuant to the Indenture at the time outstanding, duly authorize, execute and deliver and record and file all such supplemental deeds of trust and conveyances as may reasonably be requested by such holder or holders to effectuate the intention of the Indenture and to provide for the conveying, mortgaging and pledging of the property of the Corporation intended to be mortgaged or pledged by the Indenture to secure the payment of the principal of and interest on notes executed and delivered thereunder and pursuant thereto, and the holders of all such notes have in writing requested the execution and delivery of this Supplemental Indenture pursuant to such provisions; and

WHEREAS, all acts, things and conditions prescribed by law and by the articles of incorporation and bylaws of the Corporation have been duly performed and complied with to authorize the execution and delivery hereof and to make the Indenture, as supplemented hereby, a valid and binding mortgage to secure the Outstanding Notes and other notes of the Corporation when and as executed and delivered under and pursuant to the Indenture;

NOW, THEREFORE, in consideration of the premises and the sum of \$5 in hand paid by the Trustee to the Corporation, the receipt whereof by the Corporation, prior to the execution and delivery of this Supplemental Indenture, is hereby acknowledged, this Supplemental Indenture witnesseth as follows:

1. The Corporation has executed and delivered this Supplemental Indenture and has granted, bargained, sold, conveyed, warranted, assigned, transferred, pledged and set over, and by these presents does hereby grant, bargain, sell, convey, warrant, assigns, transfer, pledge and set over, unto the Trustee, and its successor or successors and its or their assigns, all and singular the real and personal property of the Corporation falling within the classes of property embraced in the description of the "Trust Estate" set forth in the Indenture, including, without limitation, all and singular the real and personal property of said description heretofore acquired by or constructed by or on behalf of the Corporation or hereafter acquired by or constructed by or on behalf of the Corporation, and wheresoever situate, together with all rents, income revenues, profits and benefits at any time derived, received or had from any and all of the above-described property of the Corporation, TO HAVE AND TO HOLD the same unto the Trustee and its

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successor or successors and its or their assigns forever, in trust nevertheless for the uses and purposes and upon the trusts, terms, provisos and agreements expressed and declared in the Indenture.

2. The Outstanding Notes are hereby confirmed as notes of the Corporation executed and delivered under and pursuant to the Indenture and entitled to the security of the Indenture, as supplemented by this Supplemental Indenture, and of the property by the Indenture and this Supplemental Indenture mortgaged and pledged, or intended so to be, equally and ratably with one another and with other notes of the Corporation when and as executed and delivered under and pursuant to the Indenture, without preference, priority or distinction of any one of such Outstanding Notes or other notes over any other thereof and irrespective of the dates of the execution, delivery, or maturity thereof.

3. Sections 18 and 19 of article II of the Indenture are amended to read as follows:

SECTION 18. The Corporation will not at any time employ, or enter into any contract for the employment of, any manager or superintendent of any electric transmission and distribution system or electric generating plant embraced in the Trust Estate, or any chief operator, engineer or other employee in active charge of any electric generating plant or electric transmission line embraced in the Trust Estate, unless such employment or such contract shall first have been approved by the holder or holders of not less than a majority in principal amount of the notes at the time outstanding. If, during the period prior to the date when the Corporation shall be obligated to make the first payment on account of the principal of the First Note or any note issued to refund or in substitution for the First Note and thereafter during such periods as the Corporation shall be in default in the making of a payment or payments of principal of or interest on one or more of the notes, the holder or holders of not less than a majority in principal amount of the notes at the time outstanding shall at any time give notice to the Corporation that in their opinion any such transmission and distribution system, transmission line or generating plant is not being efficiently operated and shall request the termination of the employment of any such manager or superintendent, or of any such chief operator, engineer or employee, or shall request the termination of any operating contract in respect of any such transmission and distribution system, transmission line or generating plant, the Corporation will terminate such employment or operating contract within thirty (30) days after the date of such notice. All contracts in respect of the employment of any such manager or superintendent, or of any such chief operator, engineer or employee, or for the operation of any such transmission and distribution system, transmission line or generating plant, shall contain provisions to permit compliance with the foregoing covenants.

SECTION 19. The Corporation will well and truly observe and perform all of the covenants, agreements, terms, and conditions contained in the Loan Contract, as from time to time amended, on its part to be observed or performed.

4. Article II of the Indenture is further amended by adding at the end thereof two new sections numbered and reading as follows:

SECTIONS 20. The Corporation will set up such records and accounts and make such disposition of its general and operating funds as the holder or holders of not less than a majority in principal amount of the notes at the time outstanding may from time to time require in writing; provided, however, that subject to the provisions of section 4 of article II hereof, the Corporation may at all times retain in its General and Operating Funds accounts, funds reasonably adequate for general and operating purposes for the current month, and in no event less than the amount of its cash expenditures for such purposes during the corresponding month of the preceding year.

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SECTION 21. Notwithstanding anything contained in the Loan Contract, as from time to time amended, or in the notes, the Corporation will, if the holder or holders of not less than a majority in principal amount of the notes at the time outstanding shall so require, apply revenues arising from the operation of the Trust Estate to the payment of or on account of the principal of or interest on any one or more of the notes designated by such holder or holders, either prior to the time when the Corporation shall be obligated to make such payments or in excess of the payments provided for in any one or more of the notes in respect of which the payment is to be made; provided, however, that the Corporation shall not be obligated hereby to make payments on account of the principal of or interest on any of the notes during any one calendar year in excess of the aggregate amount of the principal thereof and interest thereon due and payable during such year and five per centum (5%) of the face amount of each note.

5. This Supplemental Indenture may be simultaneously executed in any number of counterparts, and all of said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Corporation and the Trustee have caused this Supplemental Indenture to be signed in their respective names and their respective corporate seal to be hereunto affixed and attested by their respective officers thereunto duly authorized, all as of the day and year first above written.

(Corporate Seal)
Attest: Austin A. Scott
Secretary

FARMERS ELECTRIC COOPERATIVE, INC.
By Albert Ray
President

Executed by the Corporation in the presence of:

R D Mayes
H.S. Stinman
(Witnesses)
Attest: H F Gall Secretary
Executed by the Trustee in the presence of:

DES MOINES BANK & TRUST COMPANY
by G B Jensen
President

A W Crassam
Anne Conaway
(Witnesses)

STATE OF IOWA

(Corporate Seal)

County of SS

On this 8th day of November, A.D., 1944, before me, a Notary Public, in and for said County, personally appeared Albert Ray and Austin A. Scott, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of said Corporation, Farmers Electric Cooperative, Inc., and that the seal affixed to said instrument is the seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and the said Albert Ray and Austin A. Scott acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it voluntarily executed.

(Notarial Seal) Jay E Howe
Notary Public in and for said County, Iowa
My commission expires on the day of, 19..

STATE OF IOWA COUNTY OF POLK)SS On this 24th day of November, A.D., 1944, before me, a Notary Public, in and for said County, personally appeared G.B.Jensen and H.F.Gall to me personally known, who, being by me duly sworn, did say that they are the President and the Secretary, respectively, of said Corporation, Des Moines Bank & Trust Company, and that the seal affixed to said instrument is the seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and the said G.B.Jensen and H.F.Gall acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it voluntarily executed.

My commission expires on the
4th day of July, 1945.

John H Ginsberg
Notary Public in and for said County, Iowa